

Online
Auction

U.S. Government *Real Estate for Sale*



FAA Outer Marker - Justin

2 miles west of Route 156 & Route 407
Denton County, TX

Auction Begins: April 27, 2011
Sale No. GSA-R-1647

U.S. General Services Administration
Real Property Utilization and Disposal
Division (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103
Phone: 817-978-2331
Fax: 817-978-2063
[https://propertydisposal.gsa.gov
realestatesales.gov](https://propertydisposal.gsa.gov/realestatesales.gov)

IFB Issue Date: April 20, 2011

GSA

U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
FAA OUTER MARKER– Justin, TX
Sale #: GSA-R-1647
GSA Control #:7-U-TX-1127

This Property is located at approximately 2 miles west of the Route 156 and Route 407 intersection in the City of Justin, Denton County, Texas 76247. The Property contains approximately 0.3762 acres of vacant fee land.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealestateSales.Gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: April 27, 2011

End Date: **Posted On-Line**

Registration Deposit: **500.00**

Inspection Opportunities:

The property can be viewed by appointment only or as announced on GSA's web site at <https://propertydisposal.gsa.gov> and at <http://realestatesales.gov>. For information or to make an appointment call **David C. Burditt** at **817-978-0743** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102.

Sales Information

David C. Burditt, Realty Specialist
Phone: (817) 978-0743
E-mail: david.burditt@gsa.gov

Online Auction

RealestateSales.Gov

Register and submit your bid

Online Auction Assistance

David C. Burditt, Realty Specialist
Phone: (817) 978-0743
E-mail: david.burditt@gsa.gov

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Office of Real Property Disposal (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103
Attn: David C. Burditt

Property Disposal Web Page:

<https://propertydisposal.gsa.gov>

Click on Texas to view and download Property Sales information

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Former FAA Outer Marker Site located on Route 407, approximately 2 miles west of the Route 407 and Route 156 intersection, Denton County, Texas 76247 (Coordinates 33.086403, -97.33825). The property is not zoned by Denton County.

2. SALE PARCEL DESCRIPTION

The property is irregular in shape and consists of a 0.3762 acre parcel of vacant, fee land with no improvements. **SURFACE ESTATE ONLY.** No oil, gas, or other mineral rights being conveyed for this property.

3. LEGAL DESCRIPTION

All that certain tract or parcel of land situated in William C. Brookfield Survey, Abstract 34, Denton County, Texas and being a portion of that same tract conveyed to Bill Pennington as recorded in Volume 572, Page 131, Deed Records, Denton County, Texas, and being more particularly described by meets and bounds as follows:

Beginning at a nail in the top of a wood right-of-way line of Farm to Market Highway #407, and said point being on the East boundary line of said tract; Thence North with said East boundary line, 187.00 feet to a capped steel rod Stamped "DC Moak RPS 156"; Thence West 120.00 feet to a capped steel rod Stamped "DC Moak RPS 156"; Thence South, 120.00 feet West of and parallel to the said East boundary line, 86.14 feet to a capped steel rod stamped "DC Moak RPS 156"; On the said Northeasterly right-of-way line; Thence South 49 degrees 57 minutes 07 seconds East with said Northeasterly right-of-way line, 156.76 feet to the place of beginning and containing 0.3762 acre, more or less as surveyed by David C. Moak Surveyors, Inc. in the month of April 1989.

4. DRIVING DIRECTIONS

Access to the property is located off of the northern side of Route 407 between Collingwood Dr and Dove Hill.

From Justin: at the intersection of Farm to Market 156 and Route 407, take Route 407 west for approximately 2 miles and the property will be on the north.

5. UTILITIES

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

GENERAL TERMS OF SALE

1. DEFINITIONS

A. INVITATION FOR BIDS

- 1) The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices, Covenants, Reservations, Agreements and Exceptions; Bidder Registration and Bid Form for Purchase of Government Property; and Certificate of Corporate/Organization Bidder Form. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.
- 2) GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

B. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

C. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

D. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

E. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

F. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

G. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

H. PROPERTY

The term "Property" refers to the property or properties described on the Property Description of this IFB.

I. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

J. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

- A. The property can be viewed by appointment only or as announced on GSA's web site at propertydisposal.gsa.gov or at realestatesales.gov. For information or to make an appointment call **David C. Burditt** at **817-978-0743** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the expressed written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government

makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges their express understanding and stipulation that there are no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

- A.** According to Denton County Planning Department the Property is not zoned. The Property is subject to the jurisdiction of Denton County.
- B.** Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.
- C.** For more information contact:

Mary and Jim Horn Government Center
1505 E. McKinney St, Suite 175
Denton, Texas 76209-4525
Phone: (940) 349-2990 (Metro) or (972) 434-8868 (Metro)
Fax: (940) 349-2991 (Metro)
<http://dentoncounty.com/planning>

7. RISK OF LOSS

As of the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of

shall be strictly limited to all amounts of money

Purchaser has paid to Government without interest whereupon Government

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- A.** The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
- B.** On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer.

Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.

- C. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, to U.S. General Services Administration, Office of Real Property Utilization and Disposal (7PZ), 819 Taylor St. Rm 8A10, Fort Worth, Texas 76102, Attn: Veronica Capron, Realty Specialist

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on April 27, 2011.

2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") realestatesales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the auction close (see Paragraph 11, Auction Close) will be announced at realestatesales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration

- a) To register, you must first assign yourself a username and password. Then you will be asked to read and agree to the Invitation for Bids. Please note: GSA reserves the right to change the Online Sale Terms and Conditions. You should periodically, review the sale notices on the realestatesales.gov website.
- b) The way you register will determine how your information is displayed on your paperwork. Either your name and address, or your name, company name and address entered must be completed as you wish it to appear on all subsequent paperwork. You can only select one option to indicate registering as an individual or company. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.
- c) In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN

is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN).

- d) The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$500 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."
- b) For deposits by credit card, bidders must also complete the "Registration Deposit" portion of the official Bid Form to be authorized to bid.
- c) Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- B.** To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
819 Taylor St. Rm 8A10
Fort Worth, Texas 76102
Attn: David C. Burditt, Realty Specialist

- C.** If the Registration Deposit is to be provided by credit card, the Registration by Credit Card form, and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817)978-2063.
- D.** It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

- E. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- A. Registered bidders may provide, by mail or fax, an initial written bid on the Bidder Registration and Bid Form, and place that initial bid online by following the instructions at realestatesales.gov. By submitting your bid through realestatesales.gov, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.
- 1) Bidder Menu
 - a) After registration, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.
 - b) GSA Auctions® also provides you with up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- B. Bids received through realestatesales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.
- C. Bids must be submitted without contingencies.
- D. Written bids that are not submitted on GSA forms will be rejected.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidder Status
- 1) If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.
 - 2) Bidders are strongly encouraged to monitor bidding activity at realestatesales.gov. New bids are immediately posted at realestatesales.gov upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.
 - 3) If your bid is not accurately shown on realestatesales.gov, then you should call GSA at (817)978-0743. Bidders are urged to pay close attention to realestatesales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

- A. Proxy bidding is the ability to submit the maximum amount that you are willing to pay for an item and to allow the system to incrementally bid on your behalf up to the maximum amount entered. A flat bid is the lowest (minimum) bid that you can place. Any increase or counteroffer of bidding using the flat bid method must be manually submitted by the bidder. You may replace your proxy bid limit with a higher or lower proxy bid limit provided that the amount is greater than or equal to the minimum bid required by the system. The minimum bid is the current winning bid plus the amount of the bid increment.
- B. If you learn from realestatesales.gov that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid at realestatesales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. **The Government reserves the right to increase or decrease the bid increment at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at realestatesales.gov. To increase a previously submitted initial written bid, bidders must bid online at realestatesales.gov.

9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete bid.
 - 2) Availability or condition of the sending or receiving electronic equipment.
 - 3) Incompatibility between the sending and receiving equipment and software.
 - 4) Malfunctioning of any network, computer hardware or software.
 - 5) Delay in transmission or receipt of a bid.
 - 6) Failure of bidder to properly identify the bid.
 - 7) Security of bid data.
 - 8) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
 - 9) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you cannot enter a bid at realestatesales.gov then you should call GSA at (817)978-2331 or (817)978-0743 for assistance.

10. AUCTION CLOSE

The Government will announce a date and time and bid interval for the receipt of final bids on the sale web page. The announced bid interval is represented by a countdown clock that starts for the High Bid survival period, usually 24-hours. If the high bid is challenged at any time during the bid interval, the new bid must survive the next bid interval without challenge for the auction to

end. Bid intervals ignore weekends and Federal holidays. This process will continue until a bid survives the full bid interval unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid intervals of less-than 24-hours will ignore non-business hours, weekends, and Federal holidays. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at realestatesales.gov.

11. CONTINUING OFFERS

- A. Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.
- B. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

- A. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- C. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- D. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

14. NOTICE OF ACCEPTANCE OR REJECTION

- A. If you are the winning bidder, you will be contacted by email and be responsible for contacting the regional sales office within 2 business days from the date and time the email notification was sent to you.
- B. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized

representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

- A.** Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.
- B.** Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

- A.** Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B.** Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

- A.** The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in Paragraph 12, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, until the High Bidder completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.
- B.** The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 18, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or realestatesales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS

1. QUITCLAIM/ASSIGNMENT OF ROAD EASEMENT

A. Authority to Convey Fee Estate

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Quitclaim Deed") is made this ____ day of _____, 2010, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and ____ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

B. Conveyance of the Fee Estate/Surface Estate Only

Grantor, for and in consideration of: (1) the sum of ____ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in St. Charles Parish, State of Louisiana, more particular described as follows:

Legal Description -

All that certain tract or parcel of land situated in William C. Brookfield Survey, Abstract 34, Denton County, Texas and being a portion of that same tract conveyed to Bill Pennington as recorded in Volume 572, Page 131, Deed Records, Denton County, Texas, and being more particularly described by meets and bounds as follows:
Beginning at a nail in the top of a wood right-of-way line of Farm to Market Highway #407, and said point being on the East boundary line of said tract; Thence North with said East boundary line, 187.00 feet to a capped steel rod Stamped "DC Moak RPS 156"; Thence West 120.00 feet to a capped steel rod Stamped "DC Moak RPS 156"; Thence South, 120.00 feet West of and parallel to the said East boundary line, 86.14 feet to a capped steel rod stamped "DC Moak RPS 156"; On the said Northeasterly right-of-way line; Thence South 49 degrees 57 minutes 07 seconds East with said Northeasterly right-of-way line, 156.76 feet to the place of beginning and containing 0.3762 acre, more or less as surveyed by David C. Moak Surveyors, Inc. in the month of April 1989.

(hereinafter referred to as the "Property"):

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

2. The following Notices and Covenants will be inserted in the Quitclaim Deed.

A. CERCLA NOTICES, COVENANTS, AND RESERVATIONS

1) NOTICE Regarding Hazardous Substance Activity

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

2) CERCLA Covenant

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

a) This covenant shall not apply:

(i) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(ii) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession of the property, or any part thereof, after the date of this conveyance that either:

1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
3. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

b) In the event Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(i) the associated contamination existed prior to the date of this conveyance; and

- (ii) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof.

3) Access Easement

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

4) Non-disturbance Clause

Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

B. OTHER ENVIRONMENTAL NOTICES, COVENANTS, AND AGREEMENTS

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

- 1) As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

C. OTHER NOTICES AND COVENANTS

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

1) NOTICE OF AIRPORT RESTRICTIONS

The Property is located within six nautical miles from an airport. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, of any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

2) RESERVATIONS

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

D. EXCEPTIONS

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- 1) All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to a certain drainage easement.
- 2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- 3) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- 5) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

QUITCLAIM DEED

STATE OF }
COUNTY OF } KNOW ALL MEN BY THESE PRESENTS:

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Quitclaim Deed") is made this ____ day of ____, 2011, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of the General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and _____ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

Grantor, for and in consideration of: (1) the sum of ____ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in St. Charles Parish, State of Louisiana, more particularly described as follows:

(Property legal description, as contained in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(hereinafter referred to as the "Property"):

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction, provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.. (Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).

(Provisions and clauses of reservation, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(Provisions as to notices, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of agreements as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Other provisions, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et, seq. and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2005.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: MELVIN E. FREEMAN
Director
Real Property Utilization & Disposal Division (7PZ)
General Services Administration

(Appropriate Acknowledgment to be added)

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Property Name: FAA Outer Marker – Justin, TX
Property Address: Route 407, approximately 2 miles west of the Route 407 and Route 156 intersection, Denton County, Texas 76247
Property Code: 7-U-TX-1127
REGISTRATION DEPOSIT: \$500.00

BID AMOUNT: \$ _____, _____, _____ .00
INITIAL BID _____ **INCREASED BID** _____

USER ID: _____

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (_____) _____ **Fax:** (_____) _____

E-mail: _____ @ _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 16, Paragraph 14, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☐ Other _____

Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
 TIN or SS# _____ (please provide to expedite refund)

☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB, Issue Date: 03/17/2011, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at realestatesales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
 Office of Real Property Utilization and Disposal (7PZ)
 819 Taylor St, Rm 8A10, Fort Worth, Texas 76102
 Attn: David C. Burditt, Realty Specialist

FAX: (817)978-2063 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 16, Paragraph 14, Bid Executed On Behalf Of Bidder for instructions)

FAA Outer Marker – Justin
Approximately 2 miles west of the Route 407 and Route 156 intersection,
Denton County, Texas 76247

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)